

A complaint having been filed by Complainant against Respondents, as a result of a testing program, with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree \_\_\_\_\_ will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of her receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Greg Klein within ten (10) days of completing the training.
10. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive his no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people

with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

12. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein.

For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

13. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$100. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

Alicia Claypool  
Alicia Claypool, Complainant

1/18/11  
Date

\_\_\_\_\_  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

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**Attachment 1**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I need this reasonable accommodation because:


<u>Requester</u>	<u>Date</u>
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<u>Apartment Manager</u>	<u>Date</u>
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Attachment 2

## Request for Reasonable Accommodation

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

**Attachment 3**

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date



#### **Attachment 4**

### **Reasonable Accommodation Policy for Persons with Disabilities**

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

## IOWA CIVIL RIGHTS COMMISSION

400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. In her complaint, Complainant alleged Respondents published or caused to be published an advertisement listing an apartment for rent that indicated a limitation or discrimination based on familial status, the presence of minor children in the household. Such a limitation makes unavailable an otherwise available dwelling to families with children. Respondents own and manage the subject property  
Iowa.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including

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the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of its rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
10. Respondents agree each of its employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c); Iowa Code § 216.8(3).
12. Explanation. Reference attached affidavit.
13. Respondents agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo. Respondents also agree to include in all future advertising this statement, "Families with minor children are welcome."
14. Respondents agree to review all records of inquiries or visits, as well as all rejected applications, to determine whether its employees or agents denied any rental application or any request for a rental application since April 1, 2009, because the prospective tenant had a

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minor child in his/her household. Respondents agree to make every reasonable effort to promptly contact each of those affected prospective tenants by telephone and letter. Respondents agree to offer each of those affected prospective tenants an opportunity to reapply for the next available rental unit that meets their specifications. Respondents also agree to offer one month of free rent to each of those prospective tenants who do re-apply and who are accepted based on discriminatory-free rental criteria.

Within ninety (90) days of the execution of this Settlement Agreement, Respondent shall report all rejected applications or denied inquiries or requests for applications based on familial status to the Commission, as well as all attempts to re-contact those affected prospective tenants, to the attention of Greg Klein. For each rejection or denial Respondents shall provide:

- Name, address, and telephone number of affected prospective tenant;
- Date of prospective tenant's application or inquiry;
- Date Respondents contacted or mailed notice to prospective tenant offering opportunity to reapply for next available rental unit and one month's free rent, if accepted as a tenant; and
- Date and nature of prospective tenant's response to Respondents' notice and offer

15. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

Alicia Claypool  
Alicia Claypool, Complainant

5/17/10  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

5-17-10  
Date

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Attached is an affidavit by Respondent In the affidavit, Respondent responds to the complaint and describes Respondents' policies and practices that were changed or modified as a result of this complaint.
2. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
3. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
5. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of the Respondents.
6. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
7. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of

any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

8. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of its rental or leasing offices (or in a common hallway near the tenants' mailboxes) in a conspicuous location, easily viewable to tenants and prospective tenants.
11. Respondents agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
12. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease

execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:
- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

Respondents shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
  - Date of request for reasonable accommodation;
  - Nature of request;
  - Date affected tenant notified of error; and
  - Nature of action taken to correct error.
15. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c); Iowa Code § 216.8(3).
16. Respondents agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo. Respondents also agree to include in all future advertising this statement, "Families with minor children are welcome."
17. Respondents agree to review all records of inquiries or visits, as well as all rejected applications, to determine whether its employees or agents denied any rental application or any request for a rental application since April 1, 2009, because the prospective tenant had a minor child in his/her household. Respondents agree to make every reasonable effort to promptly contact each of those affected prospective tenants by telephone and letter. Respondents agree to offer each of those affected prospective tenants an opportunity to reapply for the next available rental unit that meets their specifications. Respondents also agree to offer one month of free rent to each of those prospective tenants who do re-apply and who are accepted based on discriminatory-free rental criteria.

Within ninety (90) days of the execution of this Settlement Agreement, Respondent shall report all rejected applications or denied inquiries or requests for applications based on familial status to the Commission, as well as all attempts to re-contact those affected prospective tenants, to the attention of Greg Klein. For each rejection or denial, Respondents shall provide:

- Name, address, and telephone number of affected prospective tenant;
- Date of prospective tenant's application or inquiry;
- Date Respondents contacted or mailed notice to prospective tenant offering opportunity to reapply for next available rental unit and one month's free rent, if accepted as a tenant; and



- Date and nature of prospective tenant's response to Respondents' notice and offer

18. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

Alicia Claypool  
Alicia Claypool, Complainant

7/6/10  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

7-12-10  
Date

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STATE OF IOWA

COUNTY OF POLK

} ss

COMES NOW, \_\_\_\_\_ and upon oath does state as follows:

I am currently the manager of rental properties located at \_\_\_\_\_, Iowa and \_\_\_\_\_, Iowa.

On April 5, 2010, I received a call from an unknown individual inquiring about availabilities in my properties. During our conversation, I did mention that the buildings currently had "all single adults", "no pets", "no children". When the caller advised that he had a "service dog", my response was that I did not allow pets.

To be honest, I did not realize the significance of the term "service animal", nor did I appreciate the fact that having all adults and promoting my apartments that way violated the law.

This has been a very eye-opening experience and I am now more aware of the significance of these issues. I am also looking forward to learning more in the training I have agreed to go through. I am quite confident that with the steps I am taking, these types of matters will not be an issue again.

FURTHER, Affiant Sayeth Not.

Signed this 13 day of July, 2010 by \_\_\_\_\_

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. At the request of Respondent . the following email from... to the Commission, received May 28, 2010, is incorporated in this Agreement –

Thank you for taking time to talk with me yesterday to explain the situation.

I am writing to apologize for my past actions and can assure you this will not happen again. I have always had a no pet policy after my first year in this business. But I do NOW understand what a "Service Animal" is and it is not a pet. I currently have a 2nd story apartment open and would welcome and strongly encourage a person with a service animal to come apply and take a look. I welcome the opportunity and look forward to helping someone in need of residency with a service animal.

...

Again, I apologize for my past actions and promise it will not happen again. I was UNAWARE of this and believe you me, it has been a big eye opener to me. I totally have respect for the law and for all people and want to help people where and when I can.

...

Thank you for this opportunity and for your time, consideration and for helping me understand the difference between a pet and a service animal. Thank you for your understanding. I look forward to hearing from you and your staff again. Again, I apologize for my past actions, I assure you that it will not happen again. I am a Christian Man who tries to be a good person and am focused on God's Principals.

Thank you

Sincerely

2. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
3. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or

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facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

4. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
5. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
6. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
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8. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
10. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of its rental or leasing offices (or in a common hallway near the tenants' mailboxes) in a conspicuous location, easily viewable to tenants and prospective tenants.
11. Respondents agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis.

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The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

12. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

13. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:
- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;

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- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

Respondents shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

14. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

15. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$100. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

RESPONDENT 1

Date

6/1/10

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A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of the Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the

original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Greg Klein, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

10. Respondents agree Respondent \_\_\_\_\_ and any other employee or agent who is involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents' receipt of a Closing Letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

11. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Respondents also acknowledge they have an obligation under State and Federal Fair Housing Laws to waive their policy requiring a pet deposit as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving their pet deposit and pet fee for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving



and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:
- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

Respondents shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

13. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for

reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_, RESPONDENT \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_, RESPONDENT \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_, RESPONDENT \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Alicia Claypool, Complainant

\_\_\_\_\_  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

6-29-10  
Date

**Attachment 1**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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\_\_\_\_\_  
Requester

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 2

## Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 3

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_

Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In making this denial decision, we relied on information provided by the following people or documents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

#### Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

- I. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and agrees otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The



parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

9. Respondents agree, \_\_\_\_\_ and each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Greg Klein within ten (10) days of completing the training.

10. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:
- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

12. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

13. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

Alicia Claypool 12/16/10  
Alicia Claypool, Complainant Date

\_\_\_\_\_  
Ralph Rosenberg, Director Date  
IOWA CIVIL RIGHTS COMMISSION

## Attachment 1

# Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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\_\_\_\_\_  
Requester

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

**Attachment 2**

## Request for Reasonable Accommodation

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

**Attachment 3**

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

---

---

---

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

## Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323



A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and agrees otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree -- will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his receipt of a Closing Letter from the Commission. In addition, the training will address how to handle tenant requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
10. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

12. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

**Signatures on Following Page (Page 5)**

RESPONDENT

Date

RESPONDENT

Date

Alicia Claypool  
Alicia Claypool, COMPLAINANT

10/14/20  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

10-14-10  
Date

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

9. Respondents agree \_\_\_\_\_ will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Greg Klein within ten (10) days of completing the training.

10. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

12. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein.

For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

13. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$300. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

Alicia Claypool  
Alicia Claypool, Complainant

1/31/11  
Date

\_\_\_\_\_  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date



Attachment 1

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

Attachment 2

## Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

**Attachment 3**

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

#### **Attachment 4**

### **Reasonable Accommodation Policy for Persons with Disabilities**

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and agrees otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
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5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
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7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

10. Respondents agree \_\_\_\_\_ and each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed to the attention of Greg Klein within ten (10) days of completing the training.

11. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:
- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

12. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.



Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

13. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$100. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

Alicia Claypool  
Alicia Claypool, Complainant Date 2/15/11

\_\_\_\_\_  
Beth Townsend, Director Date  
IOWA CIVIL RIGHTS COMMISSION

**Attachment 1**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

**Attachment 2**

## Request for Reasonable Accommodation

**[To be completed by Apartment Manager if Requester cannot or will not complete written form.]**

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

**Attachment 3**

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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---

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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---

---

Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

---

---

---

In making this denial decision, we relied on information provided by the following people or documents:

---

---

---

☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

---

---

---

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

## **Attachment 4**

### **Reasonable Accommodation Policy for Persons with Disabilities**

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

# PREDETERMINATION SETTLEMENT AGREEMENT

CP#1  
HUD CASE 1

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COMPLAINANT

ALICIA CLAYPOOL  
Commissioner  
Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. In her complaint, Complainant alleged Respondents published or caused to be published an advertisement listing an apartment for rent that indicated a limitation or discrimination based on familial status, the presence of minor children in the household. Such a limitation makes unavailable an otherwise available dwelling to families with children. Respondents own and manage the subject property at .

Iowa.

2010 APR 12 AM 10:30

IOWA CIVIL RIGHTS COMMISSION

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

2016 APR 12 AM 10:30  
IOWA CIVIL RIGHTS COMMISSION

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of its rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
10. Respondents agree each of its employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c); Iowa Code § 216.8(3).
12. Respondents agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo. Respondents also agree to include in all future advertising this statement, "Families with minor children are welcome."
13. Based upon the affidavit of Respondent \_\_\_\_\_ it is agreed that Respondents have no written records or other records regarding inquiries or visits as to rejected applications, and as per the affidavit of \_\_\_\_\_ no prospective tenant with or without children has ever been turned away for any reason. The said affidavit of \_\_\_\_\_ is attached hereto and made a part hereof by this reference.
14. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondents agree to assist the Commission making a voluntary contribution to the Commission in the amount of ~~\$3,000~~ <sup>\$3,000</sup>. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

RESPONDENT

Date

4-8-2010

2010 APR 12 AM 10:30  
JULIA S. COOK



RESPONDENT

Date

Alicia Claypool  
Alicia Claypool, Complainant

4/9/10  
Date

Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

Date

Prepared by:

STATE OF IOWA, COUNTY OF ss:

I, \_\_\_\_\_ being first duly sworn and under oath, and having personal knowledge of the facts set forth below, state:

1. I have reached the age of majority, and I am under no legal disability.
2. For many years, I have acted as resident manager of \_\_\_\_\_ Iowa, and in that capacity, I generally manage said 14 unit apartment complex; do minor repairs and cleaning; and run advertisements in order to rent vacant apartments.
3. Due to ignorance of the law, I have run advertisements over the years which state that no children are allowed. The basis for this advertising provision is that all of the apartment units at \_\_\_\_\_ consist of one fairly small "great room" which serves as a combined living room, dining room, and kitchen. Each unit also contains one small bedroom and one small bathroom, which bathrooms contain a toilet, lavatory and stand-up shower with no bathtubs. I have long felt that the said apartment units really are not appropriate for children due to the apartments' small size.
4. Some years ago, I rented one of the \_\_\_\_\_ units to a young couple who later gave birth to a child. This couple with their small child still reside at \_\_\_\_\_ and no move has ever been made either to kick them out or to even suggest that they move.
5. I keep no written records concerning persons to whom I chat over the phone regarding newspaper rental ads, or with regard to persons that I show apartments to. The only written records that I keep in regard to renters are the one page written leases themselves.
6. I have never taken steps to terminate a tenancy regarding anyone based upon illegal discrimination, and the only steps ever to terminate have been for tenants

2008 APR 2 AM 10:30  
IOWA DEPT. OF CORRECTIONS

failure to pay rent when due.

7. I do not remember ever telling anyone who telephoned in response to an ad that the responder could not have children. I absolutely have never turned anyone away from looking at apartments when they had children, although this has hardly ever happened.

8. I was absolutely unaware that the "no children" provision in apartment advertising was in any way discriminatory or illegal, and I never had the intention to violate the law.

ALL AS I VERILY BELIEVE.

STATE OF IOWA :  
:ss  
STORY COUNTY :

AFFIDAVIT

I, do depose and state that I am an owner of  
A former employee of . placed advertising on Craig's List  
and E-Bay. I was aware that the employee was placing advertising on Craig's List, but I  
did not realize the content of the advertising suggested that  
preferred adult tenants without children. During the course of our investigation of  
allegations made in this matter, we discovered that the employee had also placed similar  
advertising on E-Bay. I was not aware that any advertising had been placed on E-Bay.

As evidenced by the rental information provided to the Iowa Civil Rights  
Commission, has always rented to tenants with children as well as  
to a racially and culturally diverse cross section of people. All of the rental advertising  
(that we are aware of) has been removed from Craig's List and E-Bay.

DATED this 12 day of May, 2010.

PREDETERMINATION SETTLEMENT AGREEMENT

CP# \_\_\_\_\_ /HUD# \_\_\_\_\_ and CP# \_\_\_\_\_ /HUD#  
\_\_\_\_\_

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Complaints having been filed by Complainant against one or more Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matters in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
2. For all residential rental properties owned and managed, now and in the future, Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq.
3. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$1,000. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the voluntary contribution is made pursuant to Iowa Code 216.S(11).
4. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

S. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_ Development Partnership, RESPONDENT Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT Date

\_\_\_\_\_  
Ralph Rosenberg, Director Date

IOWA CIVIL RIGHTS COMMISSION

PREDETERMINATION SETTLEMENT AGREEMENT

CP# \_\_\_\_\_/HUD# \_\_\_\_\_ and CP# \_\_\_\_\_/HUD# \_\_\_\_\_  
\_\_\_\_\_

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319



Complaints having been filed by Complainant against one or more Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matters in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

2. For all residential rental properties owned and managed, now and in the future, Respondents \_\_\_\_\_ and \_\_\_\_\_ agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq., and include the following provisions:

(a) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

(b) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall use the following forms:

(1) Request for Reasonable Accommodation (Attachments 1 and 2), and

(2) Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents employees or agents using the Request form, Attachment 2.

(c) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall keep written records of each request for reasonable accommodation. These records shall include:

(1) Name, address, and telephone number of the person making the request;

(2) Date request received;

(3) Nature of request;

(4) Whether request granted or denied; and

(5) If denied, reason(s) for the denial.

(d) Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

(e) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall post their standards and procedures or "\_\_\_\_\_ Property Management Standards and Procedures Regarding Reasonable Accommodations," in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

3. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to review all current tenant files to determine whether Respondents' employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall report all errors to the Commission, as well as all actions taken to correct those errors. For each error, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide:

- (a) Name, address, and telephone number of affected tenant;
- (b) Date of request for reasonable accommodation;
- (c) Nature of request;
- (d) Date affected tenant notified of error; and
- (e) Nature of action taken to correct error.

4. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. The training described in paragraph 6 hereof will meet this requirement for the first year of this Settlement Agreement.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), and certifications executed by Respondents and covered employees and agents confirming their attendance, in a form substantially equivalent to Attachment 5. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

5. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents \_\_\_\_\_ and \_\_\_\_\_ also agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

6. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to co-sponsor a Fair Housing Conference in April 2007 (Fair Housing Month) for residential rental property owners or managers, and their employees and agents. Respondents agree to provide a management employee or agent to serve as a member of the Conference Planning Committee, chaired by Commission staff person Dawn Peterson. Respondents also agree to share in the work and costs of advertising the conference, in securing an appropriate location, in identifying and recruiting potential attendees, in handling registrations, and in identifying and securing qualified speakers and workshop presenters.

Parties agree Respondents' costs (actual expenses plus value of labor provided) in co-sponsoring this April 2007 Fair Housing Conference shall not exceed \$2,000. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree their assistance in co-sponsoring this April 2007 Fair Housing Conference is a voluntary contribution to the Commission, made pursuant to Iowa Code 216.5(11).

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_,RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_,RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_,RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_,RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_,RESPONDENT Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT Date

---

Ralph Rosenberg, Director      Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

**Request for Reasonable Accommodation**

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

Me

A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester	Date
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Apartment Manager	Date
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Attachment 2

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

Gave the Tenant or Applicant the form, Request for Reasonable Accommodation and offered to assist in completing the form.

Granted the request.

Explained the request could not be evaluated until the following additional information is provided.

---

Apartment Manager

Date

Attachment 3

Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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Apartment Manager	Date
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Attachment 4

#### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323

Attachment 5

Certification of Fair Housing Training

On \_\_\_\_\_, I attended training on the Fair Housing Act.

The training covered the laws anti-discrimination requirements, including the housing providers duty to make reasonable accommodations in rules, policy, or practices for persons with disabilities. All of my questions regarding the Fair Housing Act were answered to my satisfaction.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## PREDETERMINATION SETTLEMENT AGREEMENT

CP#

HUD#

### PARTIES TO THE SETTLEMENT AGREEMENT:

#### RESPONDENTS

#### COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

A complaint having been filed by Complainant against one or more Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

2. For all Iowa residential rental properties owned and managed, now and in the future, Respondents \_\_\_\_\_ and \_\_\_\_\_ agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq.

Respondents \_\_\_\_\_ and \_\_\_\_\_ have previously provided to the Commission copies of policy, forms, and procedures they use for handling requests made by people with disabilities for reasonable accommodation. Respondents agree as part of this Settlement Agreement they will not apply their standard policy of charging administrative fees, processing charges, or security deposits to tenants who are disabled who, because of their disabilities, need service or companion animals to use and fully enjoy their rental units.

3. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to immediately cease and desist their policy or practice of charging tenants with disabilities a deposit or monthly fee for their use of disability-required service or companion animals.

4. Respondents \_\_\_\_\_ and \_\_\_\_\_ hereby confirm and represent to the Commission they have reviewed all Iowa current tenant files and prior to the inquiry made about a companion animal that gave rise to this Settlement Agreement, they have never received a request to handle a reasonable accommodation for a companion animal at their Iowa properties and confirm and attest that they have never collected any pet fee or deposit for any companion animal.

5. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree each of their employees or agents who are involved in the management or operation of their Iowa residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. Training for new hires and other employees of Respondent has consisted of Respondent showing the video produced by the \_\_\_\_\_ Multi Housing Association entitled \_\_\_\_\_ that describes the application of the fair housing laws to all aspects of housing, describes the protected classes, and contains a discussion of the affirmative obligation of housing providers to make reasonable accommodations in their rules, policies and procedures for persons with disabilities. Respondent has also used a 90 page manual on fair housing laws with articles, quizzes, and general information on the fair housing laws and best practices to achieve fair housing compliance. This workbook was prepared and sold as a companion workbook to the video entitled "\_\_\_\_\_." Respondents will continue to use such materials to train new hires and to provide annual training, or shall use substantially comparable materials or updates to such materials, for its Iowa employees.

6. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents \_\_\_\_\_ and \_\_\_\_\_ also agree to include Fair Housing logo in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website.

7. Respondents \_\_\_\_\_ and \_\_\_\_\_ and Commission have entered into this Settlement Agreement for purposes of resolving a disputed claim. Respondents do not admit to, and have denied, that they have engaged in any act of discrimination or failed to provide reasonable accommodation to an applicant or resident with a disability. The execution of this Settlement Agreement is not an admission of any wrongdoing or violation of law. In the interest of avoiding the costs and expense of litigation, Respondents have voluntarily agreed to adopt as part of its business practices and policies from this day forward a policy that no resident with a disability and a companion



or service animal will ever be charged a security deposit, an animal processing fee, or monthly rent for such animal, even though residents without disabilities who have pets in Respondents' Iowa properties may be charged pet-related fees. Nor is the execution of this Settlement Agreement an admission by Commission Chairperson Claypool that any claims asserted in the complaint are not fully meritorious.

8. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the voluntary contribution is made pursuant to Iowa Code 216.5(11).

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

10. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT                      Date

\_\_\_\_\_  
Ralph Rosenberg, Director                      Date

IOWA CIVIL RIGHTS COMMISSION

PREDETERMINATION SETTLEMENT AGREEMENT

CP#

HUD#

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

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2. For all residential rental properties owned and managed, now and in the future, Respondents \_\_\_\_\_ and \_\_\_\_\_ agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq., and include the following provisions:

(a) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall inform all applicants and occupants that they may request reasonable accommodations of Respondents rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

(b) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall use the following forms:

(1) Request for Reasonable Accommodation (Attachments 1 and 2), and

(2) Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents employees or agents using the Requestform, Attachment 2.

(c) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall keep written records of each request for reasonable accommodation. These records shall include:

(1) Name, address, and telephone number of the person making the request;

(2) Date request received;

(3) Nature of request;

(4) Whether request granted or denied; and

(5) If denied, reason(s) for the denial.

(d) Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

(e) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

3. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to review all current tenant files to determine whether Respondents employees or agents appropriately handled past

requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall report all errors to the Commission, as well as all actions taken to correct those errors. For each error, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide:

- (a) Name, address, and telephone number of affected tenant;
- (b) Date of request for reasonable accommodation;
- (c) Nature of request;
- (d) Date affected tenant notified of error; and
- (e) Nature of action taken to correct error.

4. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. The training described in paragraph 6 hereof will meet this requirement for the first year of this Settlement Agreement.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), and certifications

executed by Respondents and covered employees and agents confirming their attendance, in a form substantially equivalent to Attachment 5. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

5. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents \_\_\_\_\_ and \_\_\_\_\_ also agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

6. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$100. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the voluntary contribution is made pursuant to Iowa Code 216.5(11).

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

8. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT Date

\_\_\_\_\_  
Ralph Rosenberg, Director Date

IOWA CIVIL RIGHTS COMMISSION



**PREDETERMINATION SETTLEMENT AGREEMENT**

**CP#**

**HUD#**

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

**COMPLAINANT**

**ALICIA CLAYPOOL, CHAIRPERSON**

**Iowa Civil Rights Commission**

**400 East 14th Street**

**Des Moines, Iowa 50319**

**AND**

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

2. For all residential rental properties owned and managed, now and in the future, Respondent \_\_\_\_\_ agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq., and include the following provisions:

(a) Respondent \_\_\_\_\_ shall inform all applicants and occupants that they may request reasonable accommodations of Respondents rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations.

(b) Respondent \_\_\_\_\_ shall use the following forms:

(1) Request for Reasonable Accommodation (Attachments 1 and 2), and

- (2) Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents employees or agents using the "Request" form, Attachment 2.

- (c) Respondent \_\_\_\_\_ shall keep written records of each request for reasonable accommodation. These records shall include:

- (1) Name, address, and telephone number of the person making the request;
- (2) Date request received;
- (3) Nature of request;
- (4) Whether request granted or denied; and
- (5) If denied, reason(s) for the denial.

These records shall be retained as a part of the tenant files for the same time period as the tenant files are retained.

- (d) Respondent \_\_\_\_\_ I shall provide written notice of the standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations to each current and future tenant as a part of the Community Policies in a form substantially equivalent to Attachment 4..

3. Respondent \_\_\_\_\_ agrees to review all current tenant files to determine whether Respondents employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et

seq. If errors were made in the handling of past requests for reasonable accommodations, Respondent \_\_\_\_\_ shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondent \_\_\_\_\_ shall report all errors to the Commission, as well as all actions taken to correct those errors. For each error, Respondent \_\_\_\_\_ shall provide:

- (a) Name, address, and telephone number of affected tenant;
- (b) Date of request for reasonable accommodation;
- (c) Nature of request;
- (d) Date affected tenant notified of error; and
- (e) Nature of action taken to correct error.

4. Respondent \_\_\_\_\_ agrees each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The Grace Hill training modules reviewed by the Commission satisfy this training requirement.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondent \_\_\_\_\_ shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s) or training program, and certifications executed by Respondent and covered employees and agents confirming their attendance, in a form substantially equivalent to Attachment 5. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

5. Respondent \_\_\_\_\_ agrees to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondent \_\_\_\_\_ also agrees to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

6. Respondent \_\_\_\_\_ agrees to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondent \_\_\_\_\_ agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of One Thousand Dollars (\$1,000). Respondent \_\_\_\_\_ agrees the voluntary contribution is made pursuant to Iowa Code 216.5(11).

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

8. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. Respondent \_\_\_\_\_ agrees the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT    Date

\_\_\_\_\_

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT    Date

\_\_\_\_\_

\_\_\_\_\_  
Ralph Rosenberg, Director    Date

\_\_\_\_\_

IOWA CIVIL RIGHTS COMMISSION

**PREDETERMINATION SETTLEMENT AGREEMENT**

**CP#**

**HUD#**

**PARTIES TO THE SETTLEMENT AGREEMENT**

**RESPONDENTS**

**COMPLAINANT**

**ALICIA CLAYPOOL, CHAIRPERSON**

**Iowa Civil Rights Commission**

**400 East 14th Street**

**Des Moines, Iowa 50319**

**AND**

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
2. Respondents agree to provide reasonable accommodations to any current tenant and any future prospective tenant with a legally recognizable disability pursuant to Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq.
3. Respondents \_\_\_\_\_ and \_\_\_\_\_ have reviewed and are not aware of any previous tenant whose past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. has been denied. Furthermore, no security deposit monies have been collected unlawfully for pet fees or deposits.
4. Respondent \_\_\_\_\_ agrees to participate in training on the requirements of State and Federal Fair Housing Laws within one hundred eighty (180) days of the approval of this agreement, which training shall be conducted by a qualified person, approved by the Real Estate Commission, the Commission or the U.S. Department of Housing and Urban Development.

Within thirty (30) days after such training, Respondent \_\_\_\_\_ shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), and certifications executed by Respondent and covered employees and agents confirming their attendance, in a form



substantially equivalent to Attachment S. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

5. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents \_\_\_\_\_ and \_\_\_\_\_ also agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

6. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission by making a voluntary contribution to the Commission in the amount of Seven Hundred Fifty Dollars (\$750). Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the voluntary contribution is made pursuant to Iowa Code 216.5(11).

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

8. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT Date

\_\_\_\_\_  
Ralph Rosenberg, Director Date

IOWA CIVIL RIGHTS COMMISSION

## PREDETERMINATION SETTLEMENT AGREEMENT

CP#

HUD#

## PARTIES TO THE SETTLEMENT AGREEMENT

### RESPONDENTS

### COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

2. For all residential rental properties owned and managed, now and in the future, Respondents \_\_\_\_\_ and \_\_\_\_\_ agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq., and include the following provisions:

(a) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall inform all applicants and occupants that they may request reasonable accommodations of Respondents rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

(b) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall use the following forms:

(1) Request for Reasonable Accommodation (Attachments 1 and 2), and

(2) Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondentsemployees or agents using the "Request" form, Attachment 2.

(c) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall keep written records of each request for reasonable accommodation. These records shall include:

(1) Name, address, and telephone number of the person making the request;

(2) Date request received;

(3) Nature of request;

(4) Whether request granted or denied; and

(5) If denied, reason(s) for the denial.

(d) Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

(e) Respondents \_\_\_\_\_ and \_\_\_\_\_ shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

3. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to review all current tenant files to determine whether Respondents' employees or agents appropriately handled past

requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall report all errors to the Commission, as well as all actions taken to correct those errors. For each error, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide:

- (a) Name, address, and telephone number of affected tenant;
- (b) Date of request for reasonable accommodation;
- (c) Nature of request;
- (d) Date affected tenant notified of error; and
- (e) Nature of action taken to correct error.

4. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis.

For one year following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondents \_\_\_\_\_ and \_\_\_\_\_ shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), and certifications executed by \_\_\_\_\_ and covered employees and agents confirming their attendance. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

5. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents \_\_\_\_\_ and \_\_\_\_\_ also agree to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

6. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondents \_\_\_\_\_ and \_\_\_\_\_ Corporation agree to assist the Commission by making a voluntary contribution to the Commission in the amount of Five Hundred Dollars (\$500). Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the voluntary contribution is made pursuant to Iowa Code 216.5(11).

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

8. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. Respondents \_\_\_\_\_ and \_\_\_\_\_ agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT                      Date

\_\_\_\_\_  
Ralph Rosenberg, Director                      Date

IOWA CIVIL RIGHTS COMMISSION



PREDETERMINATION SETTLEMENT AGREEMENT

CP#

HUD#

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
2. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code 216.
3. Respondent \_\_\_\_\_ agrees each of his employees or agents who are involved in the management or operation of their residential rental properties, including Respondent \_\_\_\_\_, will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondent \_\_\_\_\_, as agent for \_\_\_\_\_, shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), as well as the name(s), address(es), and telephone number(s) of the employees and agents who attended the training. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

4. Respondent \_\_\_\_\_ agrees to place the federal Fair Housing Poster, in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondent \_\_\_\_\_ also agrees to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

5. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. 3601 et seq. Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of One Thousand Dollars (\$500). Respondents agree the voluntary contribution is made pursuant to Iowa Code 216.5(11).

6. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

7. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT Date

\_\_\_\_\_  
Alicia Claypool, Commissioner, COMPLAINANT Date

\_\_\_\_\_  
Ralph Rosenberg, Director Date

IOWA CIVIL RIGHTS COMMISSION

PREDETERMINATION SETTLEMENT AGREEMENT

CP#

HUD#

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

COMPLAINANT

ALICIA CLAYPOOL, CHAIRPERSON

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
2. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code 216.
3. Respondent \_\_\_\_\_ agrees to immediately implement a new company-wide written policy which for a period of one year following the execution of this Settlement Agreement requires its marketing/rental employees: (a) to provide to all persons who visit \_\_\_\_\_ a written printout of the rental incentives offered the day of their visit; and (b) to provide all persons who telephone \_\_\_\_\_ seeking information about a rental unit a description of the rental incentives offered the day of the telephone call.
4. Respondent \_\_\_\_\_ agrees each of its employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a person who has substantial experience in conducting fair housing enforcement training.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondent \_\_\_\_\_ shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), as well as the name(s), address(es), and telephone number(s) of the employees and agents who attended the training. If requested by the Commission, Respondent \_\_\_\_\_ agrees to provide copies of the training outlines and any materials distributed by the trainers within thirty (30) days of such request.

5. Respondent \_\_\_\_\_ agrees to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondent \_\_\_\_\_ agrees to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo.

6. On an annual basis for the next three years, Respondent \_\_\_\_\_ agrees to provide the following information regarding the racial/ethnic composition of its tenants at \_\_\_\_\_

On or before July 1, 2009, July 1, 2010, and July 1, 2011, Respondent \_\_\_\_\_, agrees to provide a snapshot of its tenants at \_\_\_\_\_ as of June 1, 2009, June 1, 2010, and June 1, 2011. Each snapshot shall include: (1) the number of occupied units; (2) the number of units occupied by a person who is identified or perceived by property management as Latino; (3) the number of units occupied by a person who is identified or perceived by property management as African American; and (4) the number of units occupied by a person who is identified or perceived by management as a person of color, not Caucasian and not otherwise counted as Latino or African American.

7. For one year following the execution of this Settlement Agreement, Respondent \_\_\_\_\_ agrees to document each telephone inquiry and visit by any person who sought information about a rental unit at \_\_\_\_\_ by requesting that each person provide his/her name, current address, and telephone number and, for each person who visits the property, by making a copy of his/her drivers license or other government issued photo identification. If the person provides such information, \_\_\_\_\_ shall document the same. If requested by the Commission, Respondent \_\_\_\_\_ agrees to provide copies of the documentation within

thirty (30) days of such request as well as the printout of the rental incentives offered on the day of the telephone inquiry and/or visit.

8. Respondent \_\_\_\_\_ agrees to distribute the telephone number of its Fair Housing Compliance Officer, to every person visiting \_\_\_\_\_ as a prospective tenant.

9. Respondent \_\_\_\_\_ agrees to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. Respondent \_\_\_\_\_ agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of Three Thousand Dollars (\$3,000). Respondent \_\_\_\_\_ agrees the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to all matters, including those which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

11. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports. Respondents also agree the Commission may, if necessary, bring any enforcement action to effectuate the terms of this Agreement.

12. Complaint covenants and agrees that hereafter, it shall not discuss or disclose, orally or in writing, directly or indirectly, personally or through others, with or to any person or entity (regardless of whether such person or entity has prior knowledge or specifically inquires), the nature and/or content of the terms of this Agreement, any promise to pay or payment of money to Complainant or take any other action in connection with this Agreement, any allegations by Complainant that its or anyone else's legal rights were violated by the Respondents, or by any persons affiliated with Respondents, or provide any documents or state any facts, opinions or statements from which the average person could infer such matters.



13. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in the complaint are not fully meritorious.

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
\_\_\_\_\_, RESPONDENT                      Date

\_\_\_\_\_  
ALICIA CLAYPOOL, COMMISSIONER                      Date

IOWA CIVIL RIGHTS COMMISSION

---

RALPH ROSENBERG, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of its leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
10. Respondents agree each of their office employees or agents (approximately 7 workers) who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act on or before September 30, 2010. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondents shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

13. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for

reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondents agree to assist the Commission by making a voluntary contribution to the Commission in the amount of \$2,000. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT

5-19-10  
Date

\_\_\_\_\_  
RESPONDENT

5-19-10  
Date

\_\_\_\_\_  
RESPONDENT

5/19/10  
Date

\_\_\_\_\_  
Alicia Claypool, Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondents offered different terms and conditions of rental based on disability by refusing to waive their required pet deposit and monthly pet fees for a service animal. Respondents own and manage the subject property, a 30-unit apartment complex,

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of the Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree to place the federal Fair Housing Poster in each of its rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
10. Respondents will continue training programs for new employees involved in the management or operation of residential rental properties as currently instituted (including training on State and Federal Fair Housing Laws). This training will be conducted by office personnel and followed by discussion with the office manager to determine understanding and reasonable ability to properly follow State and Federal Fair Housing Laws. Annual training will be provided for office personnel involved in the management or operation of residential rental properties by a qualified person as approved by the Iowa Civil Rights Commission, Iowa Real Estate Commission, and/or the US Department of Housing and Urban Development.
11. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Respondents also acknowledge they have an obligation under State and Federal Fair Housing Laws to waive their policy requiring a pet deposit as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving their pet deposit and pet fee for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving

and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations. And after lease execution, if current tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

- Respondents shall use the following forms:
- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

13. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.



Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondent agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of \$250. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

_____	RESPONDENT	_____	Date
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_____	RESPONDENT	_____	Date
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_____	RESPONDENT	_____	Date
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_____	RESPONDENT	_____	Date
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_____	Alicia Claypool, Complainant	_____	Date
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_____	Ralph Rosenberg, Director IOWA CIVIL RIGHTS COMMISSION	_____	Date
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**Attachment 1**

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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<hr/>	<hr/>
Requester	Date

<hr/>	<hr/>
Apartment Manager	Date

Attachment 2

## Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 3

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

---

---

---

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

#### Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondent agrees to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondent agrees the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports.

9. Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each of his rental or leasing offices or common hallways in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondent also agrees to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Greg Klein, within 150 days of Respondent's receipt of a Closing Letter from the Commission.
10. Respondent agrees he will receive training on the requirements of State and Federal Fair Housing Laws within 150 days of receiving a closing letter from the Commission. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondent acknowledges Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c); Iowa Code § 216.8(3).
12. Respondent agrees to include in all future advertising in newspapers where the advertisement is more than two square inches, in pamphlets, brochures, and other promotional literature, and on any internet website the Fair Housing logo. Respondent also agrees to include in all future advertising this statement, "We follow Federal and State Fair Housing Laws."
13. Respondent agrees to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondent agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of \$100. Respondent agrees the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

---

RESPONDENT

---

Date

Alicia Claypool  
Alicia Claypool, Complainant

5/3/10  
Date

Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

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Date

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IOWA CIVIL RIGHTS COMMISSION

5-3-10  
26



Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondents offered different terms and conditions of rental based on disability by refusing to waive their required pet deposit and monthly pet fees for a service animal. Respondents own and manage the subject property,

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of

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IOWA CIVIL RIGHTS COMM.  
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any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of its rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
10. Respondents agree each of its employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Respondents also acknowledge they have an obligation under State and Federal Fair Housing Laws to waive their policy requiring a pet deposit as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving their pet deposit and pet fee for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondents agree within thirty (30) days of the execution of this Settlement Agreement, to adopt an

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implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall post its standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

13. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondent agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

\_\_\_\_\_  
RESPONDENT

5/10/10  
Date

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_, RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alicia Claypool, Complainant

\_\_\_\_\_  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

4-26-10  
Date

5100 10 28 10 11  
0000 0000 0000

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
9. Respondents \_\_\_\_\_ and \_\_\_\_\_ assert they have been “adequately and expensively trained” on the requirements of State and Federal Fair Housing Laws through their attorney, \_\_\_\_\_. Respondents assert, “Through discussions with [their attorney], they now understand the requirements of law concerning the need to make reasonable accommodations for tenants who require qualified service animals.”
10. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed and qualified to assist an individual with a disability.

Respondents also acknowledge they may have an obligation under State and Federal Fair Housing Laws to waive their policy requiring a pet deposit as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondents acknowledge waiving their pet deposit and pet fee for a service animal may qualify as a reasonable accommodation if the animal is needed or qualified to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

11. For all residential rental properties owned and managed, now and in the future, Respondents agree within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and

- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

12. Respondents assert their residential rental business is "a relatively small operation and they are familiar with all their current and past tenants." Respondents maintain, "There have been, and there are not pending, any requests for reasonable accommodations by any of those tenants."

13. Respondents agree to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondent agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of \$100. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

_____ RESPONDENT	_____ Date
_____ RESPONDENT	_____ Date
<u>Alicia Claypool</u> Alicia Claypool, Complainant	<u>6/14/10</u> Date
<u>Ralph Rosenberg</u>	<u>6-15-10</u>

IOWA CIVIL RIGHTS CO. INC.  
 2010 JUN 14 PM 12:19

Attachment 1

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:



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<hr/>	<hr/>
Requester	Date

<hr/>	<hr/>
Apartment Manager	Date

Attachment 2

## Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 3

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In making this denial decision, we relied on information provided by the following people or documents:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

#### Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

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IOWA CIVIL RIGHTS COM.  
2018 JUN 17 AM 10:51

# PREDETERMINATION SETTLEMENT AGREEMENT

CP#  
HUD CASE NO.

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

COMPLAINANT

**ALICIA CLAYPOOL**  
Commissioner  
Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

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IOWA CIVIL RIGHTS COM.  
2010 JUN -7 AM 11:50

Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondent offered different terms and conditions of rental based on disability by refusing to waive his "no-dogs" policy for a service animal. Respondent owns and manages the subject property at

A complaint having been filed by Complainant against Respondent with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or

because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondent agrees to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identity of the Respondent.
5. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondent of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondent agrees the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports.
9. Respondent agrees to place the federal Fair Housing Poster (English and Spanish) in each of his rental buildings in a conspicuous location, easily viewable to tenants and prospective tenants. The parties understand posters may get damaged or removed from time to time through no fault of Respondent. In the normal course of his business operations at the

subject property over the next year, if and when he notices a damaged or missing poster, Respondent agrees to replace such poster as soon as possible.

10. Respondent agrees each of his employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondent acknowledges he has an obligation under State and Federal Fair Housing Laws to waive his "no-dog" policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondent acknowledges waiving a no-pet or no-dog policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet or no-dog policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondent agrees within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondent shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations.

Respondent shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondent's employees or agents using the "Request" form, Attachment 2.

Respondent shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

Respondent shall post his standards and procedures in each of his rental buildings in a conspicuous location, easily viewable to tenants and prospective tenants.

13. Respondent agrees to review all current tenant files to determine whether he or his employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondent shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondent shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Greg Klein. For each error, Respondent shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Respondent agrees to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondent



agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of \$500. Respondent agrees the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

RESPONDENT \_\_\_\_\_

6-3-10  
Date

\_\_\_\_\_  
Alicia Claypool, Complainant

\_\_\_\_\_  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

6-7-10  
Date

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IOWA CIVIL RIGHTS COMM.  
2010 JUN -7 AM 11:50

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP#  
HUD CASE NO.

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENT

COMPLAINANT

**ALICIA CLAYPOOL**  
Commissioner  
Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

AND

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319

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1. Respondent agrees there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or

because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondent agrees to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
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4. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.
5. Complainant hereby waives, releases, and covenants not to sue Respondent with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
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10. Respondent agrees each of its employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

11. Respondent acknowledges it has an obligation under State and Federal Fair Housing Laws to waive its no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondent acknowledges waiving a no-pet policy for a service animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for a service animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

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- Nature of request;
- Whether request granted or denied; and
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\_\_\_\_\_  
RESPONDENT

3/24/16  
Date

\_\_\_\_\_  
Alicia Claypool, Complainant

\_\_\_\_\_  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

3/29/10  
Date

201-4-10-2010  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Mpb Properties LLC, RESPONDENT

\_\_\_\_\_  
Date

Alicia Claypool  
\_\_\_\_\_  
Alicia Claypool, Complainant

3/30/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date

# **PREDETERMINATION SETTLEMENT AGREEMENT**

CP#

HUD CASE NO. .

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

COMPLAINANT

**ALICIA CLAYPOOL**

Commissioner

Iowa Civil Rights Commission

400 East 14<sup>th</sup> Street

Des Moines, Iowa 50319

AND

**IOWA CIVIL RIGHTS COMMISSION**

400 East 14<sup>th</sup> Street

Des Moines, Iowa 50319

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2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
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10. Respondent \_\_\_\_\_ agrees each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on

the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

For three years following the execution of this Settlement Agreement, within thirty (30) days after each training, Respondent shall provide to the Commission the name(s), address(es), and telephone number(s) of the trainer(s), and certifications executed by Respondent and covered employees and agents confirming their attendance, in a form substantially equivalent to Attachment 5. If requested by the Commission, copies of the training outlines and any materials distributed by the trainers will also be furnished within thirty (30) days of such request.

11. Respondent acknowledges it has an obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondent acknowledges an animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, an animal qualifies as a reasonable accommodation if it provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondent agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

Respondent shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondent shall inform them of their ability to seek reasonable accommodations.

Respondent shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request (Attachment 3).

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondent shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondent shall provide written notice of those standards and procedures to each current and future tenant, in a form substantially equivalent to Attachment 4.

Respondent shall post their standards and procedures in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

13. Respondent agrees to review all current tenant files to determine whether Respondents' employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* If errors were made in the handling of past requests for reasonable accommodations, Respondent shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondent shall report all errors to the Commission, as well as all actions taken to correct those errors. For each error, Respondent shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and

- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

14. Respondent agrees to assist the Commission in educating the public regarding the fair housing requirements in Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.* Respondent agrees to assist the Commission by making a voluntary contribution to the Commission in the amount of \$2,000. Respondents agree the voluntary contribution is made pursuant to Iowa Code § 216.5(11).

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RESPONDENT

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Date

Alicia Claypool  
Alicia Claypool, Complainant

12/28/09  
Date

Ralph Rosenberg  
Ralph Rosenberg, Director  
IOWA CIVIL RIGHTS COMMISSION

12-29-09  
Date

1400 S  
COM

Attachment 1

## Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (*or sooner if the situation requires an immediate response*).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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\_\_\_\_\_  
Requester

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 2

## Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

- ☐ Gave the Tenant or Applicant the form, "Request for Reasonable Accommodation" and offered to assist in completing the form.
- ☐ Granted the request.
- ☐ Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date

Attachment 3

## Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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\_\_\_\_\_  
Apartment Manager

\_\_\_\_\_  
Date



#### Attachment 4

### Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street  
Des Moines, Iowa 50319  
515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development  
Office of Fair Housing & Equal Opportunity  
400 State Avenue  
Gateway Tower II  
Kansas City, Kansas 66101  
913-551-6958 or 800-743-5323

Attachment 5

## Certification of Fair Housing Training

On \_\_\_\_\_, I attended training on the Fair Housing Act.

The training covered the law's anti-discrimination requirements, including the housing provider's duty to make reasonable accommodations in rules, policy, or practices for persons with disabilities. All of my questions regarding the Fair Housing Act were answered to my satisfaction.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.
3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
4. The parties agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.
5. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.
6. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.
9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.
10. Respondent \_\_\_\_\_ agrees each of their employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of the Fair Housing Act within ninety (90) days of their start date and thereafter on an annual basis. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.
11. Respondent \_\_\_\_\_ acknowledges it has an obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Respondent \_\_\_\_\_ acknowledges an animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, an animal qualifies as a reasonable accommodation if it provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

12. For all residential rental properties owned and managed, now and in the future, Respondent \_\_\_\_\_ agrees, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 *et seq.*, and include the following provisions:

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- Nature of request;

- Date affected tenant notified of error; and
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\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
RESPONDENT Date

\_\_\_\_\_  
Alicia Claypool, Complainant Date

Ralph Rosenberg  
Ralph Rosenberg, Director Date 1/4/10  
IOWA CIVIL RIGHTS COMMISSION